

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

#### General Administration Department

#### Order

No. 1-1-71-GAD

The Lieutenant Governor of Goa, Daman and Diu is pleased to make the following postings and transfers:—

Sl. No.	Name of Officer	From	To
1.	Shri K. P. Narvenkar.	Mamlatdar, Panaji.	Mamlatdar, Pernem vice Shri S. G. Lavanis transferred.
2.	Shri S. G. Lawanis.	Mamlatdar, Pernem.	Mamlatdar, Bardez, Mapusa vice Shri S. S. Rao already resigned.
3.	Shri M. S. Sail.	B. D. O., Salcete, Margao.	Mamlatdar, Panaji vice Shri K. P. Narvenkar, transferred.
4.	Shri J. M. R. Almeida.	Probationary Mamlatdar on return from training.	B.D.O. Bardez, Mapusa vice Shri M. T. Mate, repatriated.
5.	Shri B. V. Dessai.	— do —	B. D. O. Salcete, Margao vice Shri M. S. Sail, transferred.
6.	Shri S. B. S. Kakodkar.	— do —	B. D. O. Pernem vice Shri R. B. Afonso already transferred.
7.	Shri J. F. D'Silva.	B. D. O. Satari.	Mamlatdar in Collectorate of Goa vice Shri G. A. Dessai already transferred.

Shri M. G. S. Nagorcenkar, Mamlatdar Satari will hold the additional charge of the B. D. O. Satari on transfer of Shri J. F. D'Silva.

The services of Shri M. T. Mate, B. D. O. Mapusa are replaced at the disposal of the Government of Maharashtra w.e.f. the date on which he is relieved by Shri J. M. R. D'Almeida, probationary Mamlatdar under training.

The services of Shri G. D. Naik, Mamlatdar Canacona are replaced at the disposal of the Government of Maharashtra,

with immediate effect. Shri K. N. S. Nair, B. D. O. Canacona will hold additional charge of the post of Mamlatdar, Canacona.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. S. Sawant, Deputy Secretary (Appointments).

Panaji, 22nd December, 1971.

#### Special Department

#### Notification

No. SPL-GCS-39/71

In pursuance of the recommendations of the Staff Inspection Unit of the Govt. of India, Ministry of Finance (Deptt. of Expenditure) New Delhi, the Administrator of the Union Territory of Goa, Daman and Diu hereby abolishes the post of Iron Ore Adviser (included in the selection grade of Goa, Daman and Diu Civil Service) with immediate effect.

With the abolition of the post, the Administrator is pleased to replace the services of Shri R. L. Kapoor, Deputy Divisional Manager, at the disposal of the Minerals and Metals Trading Corporation of India Limited, and further direct that the duties attached to the post of Iron Ore Adviser be looked after by the Director of Industries and Mines in addition to his own duties and until further orders without any additional remuneration.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. R. Sawant, Deputy Secretary (Appointments).

Panaji, 24th December, 1971.

#### Home Department 'A'

#### Order

No. HD.EMR.SWB-IV/71-A

Whereas the Lt. Governor of Goa, Daman and Diu had in exercise of powers under clauses (b), (c) and (e) of Sub-Rule (1) of Rule 2 of the Civil Defence Rules, 1968 had issued an order No. HD.EMR.SWB-IV/71-A dated 10-12-71 prohibiting and regulating the display of lights and movements of vehicles, in the areas shown in the schedule annexed to the said order.

And whereas the Lt. Governor of Goa, Daman and Diu is of the opinion that the prohibitions and restrictions laid down in the said order need not be observed from 20.00 hours of 17th December, 1971.

Now, therefore, the Lt. Governor of Goa, Daman and Diu hereby rescinds the order No. HD.EMR.SWB-IV/71-A dated 10-12-71 issued under clauses (b), (c) and (e) of Sub-Rule (1) of Rule 2 of the Civil Defence Rules, 1968, subject to the condition that the prohibition and restrictions contained in the

said order shall however be observed when a signal warning Air Raid is sounded till the All Clear signal is sounded.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandari, Under Secretary (Home).

Panaji, 17th December, 1971.

## Revenue Department

### Notification

No. RD/LQN/254/71

Whereas it appears to the Appropriate Government (hereinafter referred to as «the Government») that the land specified in the schedule hereto (hereinafter referred to as the «said land») is needed for public purpose viz. for Cold Storage complex.

And whereas in the opinion of the Government that the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (hereinafter referred to as the «said Act») are applicable.

Therefore the Government is pleased to notify under sub-section 4, of the said Act that the said land is needed for the purpose specified above.

The Government is also pleased to direct under sub-section (4) of Section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or others persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector, after the date of the publication of this Notification, will under clause (seventh) of section 24, of the said Act, be disregarded by the officer assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Government Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be duly notified in the Government Gazette.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Collector's Office, Panaji-Goa to perform the functions of a Collector under the said Act, in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. Collector of Goa, Panaji.
2. The Land Acquisition Officer, Collector's Office, Panaji.
3. The Director of Fisheries, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, Collector's Office, Panaji for a period of 30 days from the date of this notification.

### SCHEDULE

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Approximate area in sq. mts.
Canacona	Palolem	—	—	Vishwamber Mukund Shenvi Nagarsenkar, 19-B Saraswati, Bang, Jogeswari, Bombay-50.	1263.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 14th December, 1971.

## Law and Judicial Department

### Notification

No. LD/4/33/68/69

The following list of Judicial holidays and vacations for the year 1972 as prepared by the Judicial Commissioner and approved by the Administrator of Goa, Daman and Diu in pursuance of section 21 of the Goa, Daman and Diu (Judicial Commissioner's Court) Regulation, 1963 is hereby published for general information.

List of Holidays for the year 1972 to be observed by the Court of Judicial Commissioner Goa, Daman and Diu and subordinate Courts

Sr. No.	Holidays	Date on which these fall	Saka Era	Day of the week
1	2	3	4	5
1.	New Year's Day	1st January, 1972	Pausa 11, 1893	Saturday
2.	Republic Day	26th January, 1972	Magha 6, 1893	Wednesday
3.	Muharram	26th February, 1972	Phalguna 7, 1893	Saturday
4.	Holi	28th February, 1972	Phalguna 9, 1893	Monday
5.	Gudi Padva	16th March, 1972	Phalguna 26, 1893	Thursday
6.	Good Friday	31st March, 1972	Chaitra 11, 1894	Friday
7.	Independence Day	15th August, 1972	Shravana 24, 1894	Tuesday
8.	Ganesh Chaturthi	11th September, 1972	Bhadra 20, 1894	Monday
9.	»	12th September, 1972	Bhadra 21, 1894	Tuesday
10.	Mahatma Gandhi's Birthday	2nd October, 1972	Asvina 10, 1894	Monday
11.	Dussehra	17th October, 1972	Asvina 25, 1894	Tuesday
12.	Govardhana Puja	6th November, 1972	Kartika 15, 1894	Monday
13.	Guru Nanak's Birthday	20th November, 1972	Kartika 29, 1894	Monday
14.	Immaculate Conception	8th December, 1972	Agrahayana 10, 1894	Friday
15.	Goa Liberation Day	19th December, 1972	Agrahayana 28, 1894	Tuesday
16.	Christmas Day	25th December, 1972	Pausa 4, 1894	Monday

## Restricted Holidays

Sl. No.	Holidays	Date on which these fall	Saka Era	Day of the week
1	2	3	4	5
1.	Pongal	15th January, 1972	Pausa 25, 1893	Saturday
2.	Idu'Z-Zuha	27th January, 1972	Magha 7, 1893	Thursday
3.	Carnival	14th February, 1972	Magha 25, 1893	Monday
4.	Holi	29th February, 1972	Phalgun 10, 1893	Tuesday
5.	Ram Navmi	23rd March, 1972	Chaitra 3, 1894	Thursday
6.	Mahavir Jayanti	27th March, 1972	Chaitra 7, 1894	Monday
7.	Maundy Thursday	30th March, 1972	Chaitra 10, 1894	Thursday
8.	Vaisakhi	13th April, 1972	Chaitra 24, 1894	Thursday
9.	Milad-un-Nabi	27th April, 1972	Vaisakha 7, 1894	Thursday
10.	Onam	23rd August, 1972	Bhadra 1, 1894	Wednesday
11.	Narali Purnima	24th August, 1972	Bhadra 2, 1894	Thursday
12.	Janmastami	31st August, 1972	Bhadra 9, 1894	Thursday
13.	All Souls Day	2nd November, 1972	Kartika 11, 1894	Thursday
14.	Bhai Duj	7th November, 1972	Kartika 16, 1894	Tuesday
15.	Idul Fitr	8th November, 1972	Kartika 17, 1894	Wednesday

Note:— A maximum of two Restricted Holidays may be availed of, subject to the condition in Government Notification No. 4-1-71-GAD dated 5-11-1971.

## Vacations

- (a) Summer Vacation From 1-5-72 to 9-6-72  
 (b) October Vacation From 16-10-72 to 4-11-72  
 (c) Christmas Vacation From 18-12-72 to 30-12-72.

M. S. Borkar, Under Secretary.

Panaji, 22nd December, 1971.

## Local Self Government Department

## Order

No. LSG/280/SW/69

Read: 1. Letter No. LSG/4723/SW/68 dated 13-1-1969.  
 2. Letter No. F.23-3/8(iv)/68-P dated 21-1-1969 from Central Social Welfare Board, New Delhi.

In pursuance of the Government of India's (Department of Social Welfare) decision conveyed vide their letter No. F.27-30/66-SW.2 dated the 30th June, 1967, the Welfare Extension Project of coordinated pattern in Diu being conducted by the State Social Welfare Advisory Board, Goa, Daman and Diu has been converted into the Family and Child Welfare Project from 15-8-1970.

The Government is pleased to constitute the following Functional Committee for the implementation of the Family and Child Welfare Project in Diu Block:

Nominees of the State Social Welfare Advisory Board, Goa, Daman and Diu:

1. Smt. Kishori N. Fugro, Diu — Chairman.
2. Smt. Jadulataben P. Padhiyar, Diu — Member.
3. Smt. Ujamben Balubhai, Bucharwada — Member.
4. Smt. Bhanumatiben Acharya, Ghoghla — Member.
5. Smt. Veluben Sidibhai, Vanakbara — Member.

Nominees of the Block Advisory Committee:

1. Shri Naraina Srinivas Fugro — Member.
2. Shri Manilal Bhavanishanker Joshi — Member.
3. Shri Jivabhai Magha — Member.
4. Block Development Officer, Diu — Treasurer.

Other Ex-officio Members:

1. Shri M. M. Joshi, Assistant District Educational Inspector, Diu.
2. Mamlatdar, Diu.
3. Dr. Guiri Kamat, Medical Officer, Primary Health Centre, Diu.
4. To be nominated later on.

3. The tenure of the above Functional Committee will be a period of one year from the date of issue of this Order.

4. The expenditure on the Project will be borne by the Government of India through the Central Social Welfare Board as per their letter No. F.30-2/60/SW dated 16th May, 1969, in accordance with the budget to be approved by Central Social Welfare Board.

5. The Functional Committee should produce its accounts and all other relevant papers in respect of the grant before the Accountant General, Maharashtra for audit purposes annually.

6. The services of Block Mukhya Sevika and Gram Sevikas should be placed fully at the disposal of the Functional Committee for implementation of the Family and Child Welfare Programme and their salaries will be continued to be paid from the Block Budget.

7. The State Social Welfare Advisory Board, Goa, Daman and Diu will be over-all-in-charge of administration and supervision of the project.

8. The State Social Welfare Advisory Board, Goa, Daman and Diu will have the powers to appoint the necessary staff for the project in accordance with the sanctional strength excluding the Block Staff. The pay scales and allowances of the staff will be in accordance with the Board's rules.

9. The rules and bye-laws for the working of the Functional Committee would be framed by the Central Social Welfare Board, New Delhi.

10. The funds for the project would be released by the Centre Social Welfare Board to the State Board, who will release the funds to the Functional Committee in accordance with the procedure that will be laid down by the Board.

11. The location of the Centres and sub-centres would be selected by the State Board.

12. The Block Advisory Committee ..... may arrange rent free accommodation for the centre and sub-centres of the project with the help of Gram Panchayats and/or free land for building constructions.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 14th December, 1971.

## Order

No. DF-725-FOR-68

Read: Government Order No. DF-725-FOR-68 dated 7-9-1971.

Government is pleased to appoint Shri Chaman Lal, Goa, Daman and Diu Civil Service Officer (Grade II; Pay scale Rs. 350-900) as Forest Settlement Officer on completion of his training, with effect from 7-1-1972 vice Shri M. P. Lawale, whose services are replaced at the disposal of the Government of Maharashtra.

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Revenue).

Panaji, 22nd December, 1971.

## Food and Civil Supplies Department

## Public Works Department

Principal Engineer's Office

## Notification

No. SEI/TS/1/56/71-72

The following Assistant Engineers of Daman Division are hereby appointed as Technical Officers for the purpose of advising the Panchayats shown against them in technical matters related to construction activities; in approving plans submitted to the Panchayats by the private parties and also to assist the Panchayats in inviting tenders and recording measurements of the various works undertaken by the Panchayats viz. construction of roads, school buildings, bandharas etc.

This will be in addition to their own routine works.

This is further to the Notification No. SEI/TS/1/41/71-72 dated 27-5-1971 wherein all the Assistant Engineers of PWD in Goa have been appointed as Technical Officers.

Sr. No.	Sub-Divisions	Panchayat Jurisdiction
1.	The Assistant Engineer, P.W.D. Sub-Division I, Moti-Daman.	Magarwada and Damanwada Group Gram Panchayats.
2.	The Assistant Engineer, P.W.D. Sub-Division II, Nani-Daman.	Bhimpure, Marwar and Verkund Group Gram Panchayats.
3.	The Assistant Engineer, P.W.D. Sub-Division IV, East-Daman.	Dabhel Group Gram Panchayats.

Balcrisna R. Naique, Principal Engineer, PWD.

(Panaji, 17th December, 1971.

## Notification

No. PWD/LA/1258/66/71

Whereas by Government Notification No. PWD/LA/1258/40/71 dated 13-7-71 published on page 126-128 of Series II, No. 17 of the Government Gazette, dated 22-7-71 it was notified under section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Construction of road from Candearp to Vagurnem.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji till the award is made under Section 11.

## SCHEDULE

## Description of the said land

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Ponda	Khandeaparkar	1	—	Shri Ramakant Keshav Khandeaparkar.	353-50
Boundaries:					
North: Raghuvir Fatba Khandeaparkar.					
South: Govt. Village Road.					
East: Ramakant Keshav Khandeaparkar.					
West: Ramakant Keshav Khandeaparkar.					
— do —	— do —	2	—	Shri Raghuvir Fatba Khandeaparkar.	1649.00
Boundaries:					
North: Dattatrya Khandeaparkar and T. Kashinath Khandeaparkar.					
South: Ramakant Keshav Khandeaparkar.					
East: Raghuvir Fatba Khandeaparkar.					
West: — do —					
— do —	— do —	3	—	Shri Dattatrya Khandeaparkar, Gopalchand M. S. Khandeaparkar and Kashinath Khandeaparkar.	2184.00
Boundaries:					
North: Dattatrya Khandeaparkar and Kashinath Khandeaparkar.					
South: Raghuvir Fatba Khandeaparkar.					
East: — do —					
West: Dattatrya Khandeaparkar and Kashinath Khandeaparkar.					

1	2	3	4	5	6
Ponda	Khandeaparkar	4	—	Shri Raghuvir Fatba Khandeaparkar.	333.00
<i>Boundaries:</i> North: Raghuvir Fatba Khandeaparkar. South: — do — East: Tukaram Khandeaparkar. West: Dattatraya Khandeaparkar and Kashinath Khandeaparkar.					
— do —	— do —	5	—	Shri Tukaram Khandeaparkar.	1038.00
<i>Boundaries:</i> North: Tukaram Khandeaparkar. South: — do — East: Dattatraya Khandeaparkar. West: Raghuvir Fatba Khandeaparkar.					
— do —	— do —	6	—	Shri Dattatraya Khandeaparkar, Gopalchandra Khandeaparkar.	610.80
<i>Boundaries:</i> North: Dattatraya Khandeaparkar. South: — do — East: Shridev Shantadurga Sansthan. West: Tukaram Khandeaparkar.					
— do —	— do —	7	—	Shri Dev Shantadurga Sansthan, Khandeaparkar.	252.37
<i>Boundaries:</i> North: Shri Dev Shantadurga Devasthan. South: — do — East: Shridev Pishan Bab Khandeaparkar. West: Dattatraya Khandeaparkar.					
— do —	— do —	8	—	Shri Pishanbab Khandeaparkar.	1000.37
<i>Boundaries:</i> North: Pishanbab Khandeaparkar. South: — do — East: Dattatraya Khandeaparkar. West: Shri Dev Shantadurga Sansthan.					
— do —	— do —	9	—	Shri Dattatraya Khandeaparkar, Gopalchandra M. S. Khandeaparkar.	3302.94
<i>Boundaries:</i> North: Dattatraya Khandeaparkar. South: — do — East: Ramakant Keshav Khandeaparkar. West: Pishanbab Khandeaparkar.					
— do —	— do —	10	—	Shri Ramakant Keshav Khandeaparkar.	626.75
<i>Boundaries:</i> North: Ramakant Keshav Khandeaparkar. South: — do — East: Dattatraya Khandeaparkar. West: — do —					
— do —	— do —	11	—	Shri Dattatraya Khandeaparkar, Jagadishchandra M. S. Khandeaparkar.	6798.48
<i>Boundaries:</i> North: Dattatraya Khandeaparkar. South: — do — East: Keshav Khandeaparkar. West: Ramakant Keshav Khandeaparkar.					
— do —	— do —	12	—	Shri Keshav Khandeaparkar.	4306.30
<i>Boundaries:</i> North: Keshav Khandeaparkar. South: — do — East: Vassudev Borkar. West: Dattatraya Khandeaparkar.					
— do —	— do —	13	—	Shri Vassudev Borkar.	2445.24
<i>Boundaries:</i> North: Vassudev Borkar. South: — do — East: Kashinath Khandeaparkar and Raghuvir Khandeaparkar. West: Keshav Khandeaparkar.					

1	2	3	4	5	6
Ponda	Khandeapar	14	—	Shri Kashinath Khandeaparkar. <i>Boundaries:</i> North: Kashinath Khandeaparkar. South: Raghuvir Khandeaparkar. East: Mohan Khandeaparkar. West: Vassudev Borkar.	845.25
— do —	— do —	15	—	Shri Raghuvir Khandeaparkar and V. S. Khandeaparkar. <i>Boundaries:</i> North: Kashinath Khandeaparkar. South: Raghuvir Khandeaparkar. East: Dattatraya Khandeaparkar. West: Vassudev Borkar.	655.50
— do —	— do —	16	—	Shri Mohan Khandeaparkar. <i>Boundaries:</i> North: Mohan Khandeaparkar. South: Kashinath Khandeaparkar. East: Dattatraya Khandeaparkar. West: Mohan Khandeaparkar.	112.00
— do —	— do —	17	—	Shri Dattatraya Khandeaparkar, Jagadishchandra M. S. Khandeaparkar. <i>Boundaries:</i> North: Dattatraya Khandeaparkar. South: — do — East: Bukitari Bhatkar. West: Mohan Khandeaparkar.	1381.00
— do —	— do —	18	—	Shri Bhukitari Bhatkar. <i>Boundaries:</i> North: Bhukitari Bhatkar. South: — do — East: Mohan Khandeaparkar. West: Dattatraya Khandeaparkar.	1927.62
— do —	— do —	19	—	Shri Mohan Khandeaparkar. <i>Boundaries:</i> North: Mohan Khandeaparkar. South: — do — East: Prabhakar Singbal. West: Bhukitari Bhatkar.	5135.24
— do —	— do —	20	—	Shri Prabhakar Singbal. <i>Boundaries:</i> North: Prabhakar Singbal. South: — do — East: Vagurmen Village Property. West: Mohan Khandeaparkar.	1020.00
— do —	— do —	21	—	Property of Village Vagurmen. <i>Boundaries:</i> North: Vagurmen Village Property. South: — do — East: Singbal and Comunidade. West: Prabhakar Singbal.	12618.11
— do —	— do —	22	—	Comunidade. <i>Boundaries:</i> North: Singbal. South: Comunidade. East: Shambhu Kenkre. West: Vagurmen Village Property.	1033.50
— do —	— do —	23	—	Shri Singbal. <i>Boundaries:</i> North: Singbal. South: Comunidade. East: Vagurmen Village Property. West: — do —	1275.50
— do —	— do —	24	—	Shri Shambhu Kenkre of St. Cruz. <i>Boundaries:</i> North: Vagurmen Village Property. South: Shambu Kenkre. East: — do — West: Comunidade.	60.00

1	2	3	4	5	6
Ponda	Khandeaparkar	25	—	Vagurmen Village Property.	3354.00
Boundaries:					
North: Vagurmen Village Property.					
South: — do —					
East: Vagurmen Village Property and Vinayak Khandeaparkar.					
West: Singbal.					
— do —	— do —	26	—	Shri Vinayak Khandeaparkar.	147.50
Boundaries:					
North: Village Vagurmen Property.					
South: — do —					
East: Vinayak Khandeaparkar.					
West: Vagurmen Village Property.					
— do —	— do —	27	—	Comunidade.	276.00
Boundaries:					
North: Comunidade.					
South: Gangaram Shenvi.					
East: Comunidade.					
West: Comunidade.					
Total .....					55291.97

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Balcrisna R. Naique, Principal Engineer, PWD and Ex-Officio Addl. Secretary to the Government.

Panaji, 18th December, 1971.

#### Notification

No. FWD/LA/1258/67/71

Whereas by Government Notification No. FWD/LA/1258/15/71 dated 2-3-1971 published on page 447 of Series II, No. 50 of the Government Gazette, dated 11-3-1971 it was notified under section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Diversion road Chicalim-Harbour Part I.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji, till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Marmagao	Sancoale (Dabolim)	1	—	Shri Jaganath Sagun Naik of Marmagao.	3470.00
Boundaries:					
North: Vasco-Cortalim road.					
South: Diogo Nunes of Chicalim and others.					
East: Shri Jaganath Sagun Naik.					
West: Shri Jaganath Sagun Naik.					
— do —	— do —	2	—	Shri Diogo Nunes of Chicalim and others Sebastiao Nunes.	3225.00
Boundaries:					
North: Shri Jaganath Sagun Naik.					
South: Shri Shantaram Dattu Naik.					
East: Shri Diogo Nunes.					
West: Shri Diogo Nunes.					

1	2	3	4	5	6
Marmagoa	Sancoale	3	—	Shri Shantaram Dattu Naik of Margao — Bhiku Shantaram Naik, Margao.	2751.00
				<i>Boundaries:</i> North: Shri Diogo Nunes. South: Shri Diogo Nunes. West: Shri Shantaram Dattu Naik. East: Shri Shantaram Dattu Naik.	
— do —	— do —	4	—	Shri Diogo Nunes of Chicalim.	1264.00
				<i>Boundaries:</i> North: Shri Shantaram Dattu Naik. South: Shri Harri Dattu Naik. East: Shri Diogo Nunes. West: Shri Diogo Nunes.	
— do —	— do —	5	—	Shri Hari Dattu Naik of Margao, Atchut Harirath Naik, Bombay.	2789.00
				<i>Boundaries:</i> North: Shri Diogo Nunes. South: Shri Anant Venkatesh Pai Raiturkar. East: Shri Hari Dattu Naik. West: Shri Hari Dattu Naik.	
— do —	— do —	6	—	Shri Anant Venkatesh Pai Raiturkar.	4200.00
				<i>Boundaries:</i> North: Shri Hari Dattu Naik. South: Shri Vishnu Naik. East: Shri Anant Venkatesh Pai Raiturkar. West: — do —	
— do —	— do —	7	—	Shri Vishnu Naik of Dabolim.	1873.00
				<i>Boundaries:</i> North: Anant Venkatesh Pai Raiturkar. South: Shri Vasu Babaji Naik. East: Shri Vishnu Naik. West: Shri Vishnu Naik.	
— do —	— do —	8	—	Shri Vasu Babaji Naik.	2940.00
				<i>Boundaries:</i> North: Shri Vishnu Naik. South: Shri Jose Teotonio Soares. East: Vasu Babaji Naik. West: Vasu Babaji Naik.	
— do —	— do —	9	—	Shri Jose Teotonio Soares of Cortalim.	4048.00
				<i>Boundaries:</i> North: Shri Vasu Babaji Naik. South: Babani Chandru Kantak. East: Jose Teotonio Soares. West: Jose Teotonio Soares.	
— do —	— do —	10	—	Shri Babani Chandru Kantak, Vassudev Ramchandra Naik, Norberto Joaquim Manuel Goes.	17640.00
				<i>Boundaries:</i> North: Shri Jose Teotonio Sares. South: Shri Sadhu Datta Naik. East: Shri Babani Chandru Kantak. West: Shri Babani Chandru Kantak.	
Marmagoa	Sancoale (Dabolim)	11	—	Shri Sadhu Dattu Naik, Comabant, Marmagoa, Nagush Sadanan Naik, Chandrakant Sadanand Naik.	16380.00
				<i>Boundaries:</i> North: Shri Sadhu Dattu Naik. South: — do — East: Shri Babani Chandru Kantak. West: Comunidade of Sancoale and Emercio Rodrigues.	
Marmagoa	Sancoale	12	—	Comunidade of Sancoale, Comunidade of Dabolim.	17200.00
				<i>Boundaries:</i> North: Shri Emercio Rodrigues. South: Comunidade of Sancoale. East: Sadhu Dattu Naik. West: Comunidade of Sancoale.	



1	2	3	4	5	6
Marmagao	Sancoale	13	—	Shri Emercio Rodrigues C/o. Vasco Railway Office.	100.00
<i>Boundaries:</i>					
North: Shri Emercio Rodrigues.					
South: Comunidade of Sancoale.					
East: Shri Sahu Dattu Naik.					
West: Shri Sahu Dattu Naik.					
— do —	— do —	14	—	Shri Sadhu Dattu Naik, Sadanand Pundalik Naik.	3183.00
<i>Boundaries:</i>					
North: Shri Sadhu Dattu Naik.					
South: Comunidade of Sancoale.					
East: Shri Sadhu Dattu Naik.					
West: Jaganath Sagun Naik.					
— do —	— do —	15	—	Jaganath Saguna Naik.	3370.50
<i>Boundaries:</i>					
North: Shri Jaganath Sagun Naik.					
South: Comunidade of Sancoale.					
East: Shri Sadhu Dattu Naik.					
West: Indian Navy.					
— do —	— do —	16	—	Indian Navy, Dabolim Comunidade, Sancoale Comunidade.	19946.00
<i>Boundaries:</i>					
North: Indian Navy.					
South: Indian Navy.					
East: 1) Shri Jaganath Sagun Naik, 2) Comunidade of Sancoale.					
West: Shri Luis D'Costa.					
— do —	— do —	17	—	Shri Luis D'Costa and others at Assoi, Chicalim.	8400.00
<i>Boundaries:</i>					
North: Shri Luis D'Costa.					
South: Railway Property.					
East: Indian Navy.					
West: Sri Luis D'Costa.					
Total .....					112779.50

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

Balcrisna R. Naique, Principal Engineer, P. W. D. and Ex-Officio Addl. Secretary to the Government.

Panaji, 21st December, 1971.

### Labour and Information Department

Order

No. LC/1/ID(4)/70/TT-9/70-71

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. North Goa State Transport Cooperative Society Ltd., Mapusa, Bardez (Goa) and the workmen employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947):

Before Shri N. L. Abhyankar, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 1 of 1971

Messrs. North Goa State Transport Co-operative Society Ltd., Mapusa, Bardez, Goa.

And

The workmen employed under it.

In the matter of the legality & propriety of retrenchment of all the workers excepting one by the management with effect from 1-1-1970 and the relief if any the workers are entitled to.

#### Appearances:

Shri Tamba with Shri S. V. Joshi, Advocates, for the administrator of the society.

Shri George Vaz for the workmen.

### AWARD

This is a reference under Section 10(1) (d) of the Industrial Disputes Act by the Lieutenant Governor of Goa, Daman & Diu, referring to this Tribunal for adjudication the dispute in the schedule attached to the said order. The schedule refers to two demands which are as follows:—

(1) «Whether the retrenchment of all the workers excepting one by the Management of M/s. North Goa State Transport Co-operative Society Ltd., Mapusa, Bardez, (Goa), with effect from 1st January 1970 is legal and justified;

If not, to what relief, if any the workers are entitled?» and

(2) «Whether by the termination of the settlement the workers are deprived of the benefits guaranteed by the settlement dated 14th October 1966;

If not, to what relief if any they are entitled».

2. The North Goa Transport Co-operative Society Ltd., is a co-operative society registered under the Maharashtra Co-operative Societies Act as applied in this region. The society has its bye-laws. It appears amongst other businesses of the society it was doing the business of running passenger buses both within the Union Territory of Goa and also out-side Goa.

3. The Registrar of Co-operative Societies, Goa, on the basis of reports of the auditors, considered the irregularities in the accounts and the working of the society and the factions amongst the members of the society which were brought to his notice by a complaint made by some of the members of the society against the Managing Committee. The Registrar asked for comments from the Managing Committee and after

repeated directions a meeting of the General Body of the Society was held on 22nd December 1968 but the said meeting resulted in utter disorder and confusion without transacting the business on the agenda. The Registrar of Co-operative Societies therefore issued a notice under Section 78(1) of the Maharashtra Co-operative Society's Act, 1960, to the Members of the Managing Committee to show cause why the Committee should not be removed. After considering the explanation of the Committee the Registrar came to the conclusion that the Managing Committee was not performing its duties according to the provisions of the law and therefore passed an order on 3rd February 1969 removing the Managing Committee of the Society and appointed in the first instance one Shri Suryakant A. Naik as the administrator, thereafter one Shri Gaoncar was appointed as the administrator and finally Shri S. M. P. Mahambrey was appointed the administrator. It appears that the Society was indebted to a substantial amount to the Co-operative Bank and was incurring losses in its transport business. A scheme was therefore prepared to meet the situation which was put before the meeting of the members of the society on 14th December 1969. The Registrar explained the risks involved if the society were not to accept the scheme to save the financial position of the society.

4. The core of the scheme relates to the transfer of the transport business of the society and arrangement for payment of the out-standing liabilities to the bank and other creditors of the society. As regards the transport business the scheme envisaged that the bus routes for which the society held permits should be allocated to groups of members who come forward to ply the routes for a period of two years. The groups under a contract were to pay a monthly sum to the society and be responsible completely for the operation of the routes. The transport business owned by the society was to be made over to such groups and the ownership of the buses was to vest in the groups at the end of two years, the cost of the buses being paid for in the monthly instalments payable to the society. The details of the scheme have also been set out in the written statement filed by the Society. This scheme was accepted and put into operation. As the main business of the society which was the running of buses was closed down the administrator decided to terminate the services of all the staff including the clerical and operatives running the buses with effect from 31st December 1969. Accordingly a letter was issued to each employee intimating the termination of his services and along with the letter payment for the salary of the month of December, the salary for one month in lieu of notice and another sum for 15 days wages for each year of service was offered and paid to the employees whose services were terminated. In the notice terminating the services this last payment is described as an amount of gratuity.

5. The employees whose services were terminated raised a dispute challenging the validity of the termination of service and the payment of terminal benefits. The first part of the demand relates to this dispute.

6. The employees also alleged that there was an agreement entered into between the employees and the society on 14-10-1966 in conciliation proceedings before the Commissioner of Labour and that as a result of this agreement they were entitled to certain further benefits. It appears that in respect of this demand a letter was produced before the Commissioner of Labour purporting to have been sent by the union of the employees terminating the said agreement of 14th October 1966. The second demand in this reference arises out of the respective contentions of the parties as to their rightful claims under the settlement of 14th October 1966.

7. The workmen have claimed that the society was prospering almost from its inception and that there was no need to terminate the services of the employees. The main contention of the employees is that the society has merely altered its mode of operating its buses and therefore there was no need to dispense with the services of the employees. The contention is that instead of the society itself operating the transport buses it is doing it through the contractors but merely because the contractors have come into the picture it is not necessary to dispense with the services of the employees who were engaged for running the transport buses.

The termination of services is therefore challenged as improper and illegal. Alternatively it is contended that even assuming that it was necessary to retrench the workmen, the society has not complied with the provisions of Sec. 25F of the Industrial Disputes Act inasmuch as retrenchment compensation has not been paid to the employees while terminating their services by way of retrenchment. The employees therefore claim that they should be deemed not to have been validly retrenched, that they continue to be in service and that they should be paid their wages on that basis.

8. As regards the second demand the contention of the workmen is that a settlement was entered into on 14th October, 1966 between the society and the employees which was duly signed by the representative of the employer as well as the representative of the employees as also the Commissioner of Labour before whom the settlement was reached. This settlement according to the Union has not been terminated and therefore the employees are entitled to the benefits of the terms agreed upon in the said settlement such as payment of gratuity and other benefits.

9. The society has contested the tenability of both these demands or that anything more is due and payable to the employees. According to the society in view of the mismanagement of the affairs of the society and the huge losses suffered by it the society was heavily indebted and the major loss was suffered in the transport business. In view of the factions amongst the members of the society the Registrar thought it fit to exercise his power under Sec. 78 of the Maharashtra Co-operative Societies Act under which the society was registered and appointed an administrator to bring order out of chaos into which the affairs of the society had fallen. Accordingly an administrator was appointed and a scheme to bring the affairs of the society in order and to save it from the brink of ruin was adopted. The gist of the scheme was the closure of the transport business and as the transport business was closed it was no longer necessary nor advisable to retain any members of the staff who were engaged mainly for the transport business. The society has denied that there was a mere change in the operation of the buses. According to the society the main capital assets used for the transport business namely buses were sold to the groups who agreed to run the transport business and the ownership of the buses was to vest in the groups at the end of the stated period of two years. The society has also pointed out that by formulating and implementing this scheme the society has been able to wipe off a substantial portion of its debts and the administrator has been able to stream-line the affairs of the society by closing down the transport business. As the business itself was closed so far as the society was concerned there was no point in retaining the services of the employees and therefore their services were terminated. As regards the payment at the rate of 15 days wages for each completed year of service paid in addition to the salary for the month of December, 1969 and one month's salary by way of notice pay, the explanation of the society is that through inadvertence the amount paid has been described as gratuity but it is the amount payable as compensation at the rate of 15 days wages for each completed year of service which has been calculated according to the provisions of Sec. 25F of the Industrial Disputes Act.

10. As regards the settlement on which the claim is based, the case of the society is that there was no valid settlement in existence binding on the parties. The settlement dated 14-10-1966 on which the employees rely it is submitted has been signed by Shri R. D. Samant who was employee being the Secretary of the Society. Accordingly to the Society Shri R. D. Samant was not authorised to represent the society or to enter into an agreement on behalf of the society without a specific resolution to that effect being passed by the Managing Committee delegating its power to the Secretary as an employee to represent the society. There was no such resolution available on the records of the society and in the absence of such a resolution by the Managing Committee Shri R. D. Samant could not arrogate unto himself the right to represent the society or to enter into an agreement on behalf of the society. The agreement is therefore invalid and not binding on the society. It is also submitted that assuming that there was any agreement that agreement was terminated by a letter sent by the Union of the employees on or about the 1st March, 1968 which was produced before the Commissioner of Labour in conciliation proceedings when conciliation was attempted in

the present proceedings. Thus any claim with reference to the agreement of 14-10-1966 is resisted on the ground that there is no such valid agreement in existence which is binding on the society.

11. The society has filed several documents and the employees have filed a copy of the alleged agreement dated 14th October 1966 and also an agreement previous to that alleged to have been entered into in July 1965. The employees examined three witnesses (1) Shri R. D. Samant, the Secretary of the Society, (2) Shri Gurunath Atmaram Naik, who was the cashier of the Society and (3) Shri Shaik Hassan Shaik Dawood who was a member of the society and at one time also a member of the Managing Committee of the Society.

12. The administrator has gone into the witness box and has explained the circumstances in which the society's affairs were taken over under the directions of the Registrar by the administrator, the scheme that was put into effect to save the society from financial ruination and the efforts made to bring order into the chaotic affairs of the society. He has produced copies of the relevant documents from the records of the society made available to him.

13. It will be convenient first to deal with the second contention regarding the agreement on which reliance is placed by the employees. Now the question that arises is whether Mr. R. D. Samant who claimed to represent the society and entered into the agreement on behalf of the society with the representative of the employees had the necessary power to act on behalf of the society by any resolution of the Managing Committee. The contention of the employees is that the Managing Committee had passed such a resolution but the minutes of the meeting of the Managing Committee for the relevant period namely for October 1966 are not produced and therefore the employees are not in a position to establish that power to represent the society and enter into an agreement was specifically delegated by the Managing Committee to Shri R. D. Samant. In this connection the administrator has testified on oath as to the registers and documents of which he was given possession when he took over charge from his predecessor in office. He has stated that he did not receive any register of minutes for the year 1966. The registers which have been received have been produced by Shri Mahambrey and I see no reason why this statement of Shri Mahambrey cannot be accepted. There is no even a suggestion that Shri Mahambrey is interested against the employees or that he is biased against them or that not he is interested in suppressing any documents or minute books if in fact he received any such registers. The fact therefore remains that the employees are not able to establish that Shri R. D. Samant was authorised by a specific resolution in that behalf by the Managing Committee of the society either to represent the society or to enter into an agreement on behalf of the society with the employees in respect of any of the terms and conditions of service mentioned in the agreement of 14th October 1966. In the absence of such authority being shown any agreement alleged to be entered into by Shri R. D. Samant who was the Secretary of the Society and as such an employee of the Society can have no legal binding effect as against the society the position of Shri Samant in this case is also somewhat incongruous. On the one hand he himself was an employee of the society very much interested in securing the agreement which was beneficial to the employees of the society and on the other hand he claimed to represent the society that is the employer. The position of Shri Samant was therefore such as to indicate a conflict between his own interest and his duty. I am therefore not prepared to accept the bare word of Shri Samant that he was authorised by the Chairman of the Managing Committee to represent the society or that he was authorised to enter into the agreement on behalf of the society. If the agreement is not binding for any reason whatsoever on the society any claim based on that agreement must also be held to be untenable and unenforceable. On this short ground therefore it must be held that the agreement is not binding on the society and no relief can be claimed on the basis of the said agreement. The further question whether the agreement is terminated as a result of the letter alleged to be written by the Union need not detain us as I have come to the conclusion that the initial agreement itself is not enforceable against the society in the absence of specific authority in writing delegating the power to Mr. Samant by the Managing Committee.

14. The next question is whether the termination of services was proper and legal. The testimony of Mr. Mahambrey and the resolution passed at the meeting held on 14th December, 1969 is clear enough to show the extremely unsatisfactory position in which the society was in respect of its affairs and its finances. The scheme which was initiated mainly at the instance of the Registrar was a well-thought out scheme and the majority of the members who were present at the meeting accepted the scheme which was expected to relieve them from their increasing indebtedness. The scheme has been in operation and as stated by Shri Mahambrey the payment of huge loans have been completely paid off with interest. The validity of the scheme and its usefulness has thus been demonstrated. I therefore do not see how the action of the society in deciding to transfer the business to groups so far as transport of passengers was concerned could in any way be objected to as improper. As the business itself ceased to be carried on by the society the decision to terminate the services of the employees was the only and proper decision that was taken. The termination of the employment of these employees was therefore inevitable and no complaint can be made against it.

15. The next question is whether the services have been validly terminated and terminal benefits given to the employees concerned, are proper. In this connection it seems to be the contention of the Union that in some cases at any rate retrenchment compensation at the rate of 15 days wages for every completed year of service has not been paid along with the notice terminating the services and to that extent there is non-compliance with the provisions of sub-clause (b) of Sec. 25F of the Industrial Disputes Act. It has been brought on record that in as many as 7 or 8 cases this payment of compensation has been made 6 or 7 days after the termination notices were served. I am inclined to hold that the employees in this case are entitled to the benefits as provided under Sec. 25FFF because this is a case of closure of the business. The services have been terminated as the business is closed and not because there was need to retrench some workmen while retaining others. It is evident that every workman who was employed in the transport business either as a clerk or as an operative such as drivers or cleaners etc. has ceased to be in service. Thus the more appropriate provision of law under which the action comes is under Sec. 25FFF, that being so, the only obligation on the part of the employer was to make payment of compensation on the basis as if it was a case of retrenchment. But in a case of termination of services because of closure under Sec. 25FFF of the Industrial Disputes Act the rigor of compliance which is otherwise required to be satisfied in cases of retrenchment proper does not arise. The only obligation on the employer is to make the payment of compensation but the law does not require that such payment should be made simultaneously at the time notice of termination is given or as a condition precedent to retrenchment of workmen. As I have come to the conclusion that the termination of employment in this case has been occasioned on account of the closure of the business the slight delay in making the payment to some of the employees for which also there was some justification does not invalidate the action of termination. In the case of the employees who were not simultaneously paid the compensation amounts but to whom the amount was paid a week or so later there were claims by the society itself and the Administrator seems to have been advised to withhold payment of compensation to them but even in their case, later on this amount was paid.

16. Thus in respect of the first demand also I do not think that any legitimate grievance can be made about the action taken by the society in terminating the services of the employees with effect from 31st December, 1969.

17. It must be mentioned that some material has come on record about the claims against some of the employees which is the subject-matter of arbitration proceedings. I have refrained from making any reference to this aspect of the matter as it is not necessary to go into the question of the reliability of the oral evidence in this case as in my opinion the decision can be given on the basis of the provisions of law. In the result I find that the termination of the services though called retrenchment was as the result of

closure of the business, that the termination was legal and proper and that terminal benefits have been duly paid and that the alleged agreement of 14th October, 1966 is not binding on the society in the absence of a valid authorisation by the Managing Committee to Shri R. D. Samant to represent the society or to enter into an agreement on behalf of the society.

18. The last submission made was in respect of the claim for gratuity. As I have come to the conclusion that there is no valid agreement binding on the society making it liable to pay the claim, no such claim can be made on the basis of the agreement of 14th October, 1966.

19. It was contended that what was paid was gratuity and not compensation. I am satisfied from the explanation given by Mr. Mahambrey and especially in view of the contemporaneous communication sent by the administrator to the Commissioner of Labour that what was paid was compen-

sation. It is a mere technical error of misdescription and that would not invalidate the action. Compensation as payable if the employee was retrenched has been paid on the closure of the business and the employees are not entitled to any other payments and benefits as a result of termination of their services. The reference stands disposed of accordingly.

Sd/-

N. L. ABHYANKAR  
Industrial Tribunal.

Bombay, 22nd October, 1971.

By order and in the name of the Administrator of Goa,  
Daman and Diu.

P. Noronha, Under Secretary (Labour).

Panaaji, 17th December, 1971.